

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Imaging of Port Charlotte, LLC		03/31/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	1 First Canadian Place		
Internal Address:	Corporate Finance 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X1A1		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3799294	LIKE NO OTHER	
CORRESPONDENCE DATA			
Fax Number:	2027122898		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202 712 2894		
Email:	helen.quick@nelsonmullins.com		
Correspondent Name:	Helen Quick		
Address Line 1:	101 CONSTITUTION AVE NW		
Address Line 2:	Nelson Mullins, Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	37782.09012		
DOMESTIC REPRESENTATIVE			
Name:	Mauricio Rodriquez		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Vedder Price		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Helen E. Quick		

OP \$40.00 3799294

SIGNATURE:	/Helen Quick/
DATE SIGNED:	04/15/2014
Total Attachments: 5 source=EXECUTED BMO-AIPC Trademark Security Agreement#page1.tif source=EXECUTED BMO-AIPC Trademark Security Agreement#page2.tif source=EXECUTED BMO-AIPC Trademark Security Agreement#page3.tif source=EXECUTED BMO-AIPC Trademark Security Agreement#page4.tif source=EXECUTED BMO-AIPC Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 31st day of March, 2014, among Guarantors listed on the signature pages hereof (collectively, jointly and severally, "Guarantors" and each individually, "Guarantor"), and Bank of Montreal (together with its successors, "Lender").

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Credit Agreement dated as of March 31st, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among **KMH Cardiology and Diagnostic Centres** ("Borrower") and the direct and indirect Subsidiaries of Borrower that shall become parties to the Credit Agreement (as defined below) from time to time as a guarantor and together with any other Person that becomes a party thereto as provided therein (collectively, "Guarantors" and each, individually, a "Guarantor"), in favor of the Lender, Lender is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that certain Guarantors, including Guarantors, shall have executed and delivered to Lender that certain Guaranty and Collateral Agreement dated as of March 31st, 2014 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Guarantors are required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Guarantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Guarantor hereby grants to Lender a continuing first priority security interest in all of such Guarantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"), to secure the Guaranteed Obligations:

(a) all of its Trademarks, including those referred to on Schedule I hereto, excluding any trademark application that has been filed as an "intent-to-use" application where no statement of use has been filed with the United States Patent and Trademark Office with respect to such application;

(b) all renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Guarantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Each Guarantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Guarantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Guarantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Guarantors' obligations under this Section 4, Guarantors hereby authorize Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Guarantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Guarantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GUARANTOR:

**ADVANCED IMAGING OF PORT
CHARLOTTE, LLC**, a Florida limited liability
company

By:  _____

Name: Neena Kanwar

Title: President

LENDER:

BANK OF MONTREAL

By: _____

Name: _____

Title: _____

BANK OF MONTREAL

By: _____

Name: _____

Title: _____

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each Guarantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GUARANTOR:

**ADVANCED IMAGING OF PORT
CHARLOTTE, LLC**, a Florida limited liability
company

By: _____

Name: Neena Kanwar

Title: President

LENDER:

BANK OF MONTREAL

By: *Deborah Cullen*

Name: _____ Deborah Cullen

Title: _____ Managing Director

BANK OF MONTREAL

By: *Kristina Safarova*

Name: _____ Kristina Safarova

Title: _____ Director

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Guarantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
Advanced Imaging of Port Charlotte, LLC	United States	LIKE NO OTHER	3,799,294	June 8, 2010
Advanced Imaging of Port Charlotte, LLC	United States	THE CLEAR CHOICE	3,799,296	June 8, 2010